

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

ERNESTO Y. CASTILLO,

Plaintiff,

v.

**NEWREZ LLC d/b/a SHELLPOINT
MORTGAGE SERVICING AND U.S.
BANK, N.A., as Trustee,**

Defendants.

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Civil Action No.: 5:21-cv-00437

JOINT ADR REPORT

Ernesto Y. Castillo, NewRez LLC d/b/a Shellpoint Mortgage Servicing, and U.S. Bank, N.A., as Trustee, Successor In Interest to Wachovia Bank, National Association, as Trustee, Successor by Merger to First Union National Bank as Trustee, for Mid-State Trust VII and its employees, agents, and representatives submit the following report pursuant to local rule CV-88 and the court's June 1, 2021 order. (ECF No. 9).

1. Status of settlement negotiations.

Defendants received Mr. Castillo's first settlement offer on Monday, July 12, 2021. They are formulating their response.

2. Identity of the person responsible for settlement negotiations for each party.

Ernesto Castillo for plaintiff and C. Charles Townsend for defendants.

3. Is ADR appropriate in the case.

Plaintiff Request The court to order mediation in the case because defended servants and successors has mischaracterized Plaintiff mortgage loan.

Plaintiff Request The court to order mediation in this case because defended servants and successors sold Plaintiff Home on July 1st 2021 to the highest bidder when defendant knew that this case is active in federal court and a restraining order was sign and issued before defendant Requested a removal to Federal Court.

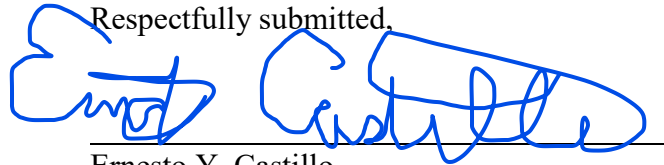
Plaintiff Request the court to order mediation in this case because defendant servants and successors inflated plaintiff payoff with late charge and penalties causing Plaintiff to fail and lose his home.

Plaintiff Request the court to order mediation in this case because defendant servants and successors is equally aware that the covid -19 pandemic relief funds programs can be applied to help pay some of the inflated cost that the bank is alleging plaintiff owes.

Plaintiff offer to the defendant servants and successors is he is willing to back the unpaid balance within 12 calendar months if the penalty in late fees is waived.

Defendants do not believe alternative dispute resolution is appropriate in this case considering Mr. Castillo's significant arrearage and the absence of any change in circumstance indicating an ability to repay.

Date: July 19, 2021

Respectfully submitted,


Ernesto Y. Castillo
633 Redfern Dr.
San Antonio, Texas 78264
Phone: 210-760-2686

PLAINTIFF PRO SE

and

/s/ C. Charles Townsend
C. Charles Townsend, SBN: 24028053
charles.townsend@akerman.com
- - Attorney in Charge
R. Martin Dungan, SBN: 24099021
martin.dungan@akerman.com
AKERMAN LLP
2001 Ross Avenue, Suite 3600
Dallas, Texas 75201
Telephone: 214.720.4300
Facsimile: 214.981.9339

**ATTORNEYS FOR SHELLPOINT
AND U.S. BANK, N.A., AS TRUSTEE**

CERTIFICATE OF SERVICE

I certify I served this document on July 19, 2021 as follows:

Ernesto Y. Castillo
663 Redfern Dr.
San Antonio, TX 78264
VIA CERTIFIED MAIL CM/RRR
NO. 9414 7266 9904 2174 9895 06

Plaintiff pro se

/s/ C. Charles Townsend
C. Charles Townsend
R. Martin Dungan